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LICENSE AGREEMENT

BY AND BETWEEN

City of BOSTON

AND

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

This License Agreement ("License") is made as of the __th, day of April, 2022 by and between the CITY OF BOSTON, acting by and through its Public Works Department, a municipal corporation with a principal place of business at Boston City Hall, One City Hall Square, Room 714, Boston, MA 02201 (the "Licensor" or "CITY"), and the MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, a public body politic and corporate, organized and existing pursuant to Chapter 161A of the Massachusetts General Laws, as amended and applicable, with a principal place of business located at Ten Park Plaza, Boston, Massachusetts 02116 (the "MBTA" or "Licensee"). Hereinafter, Licensor and Licensee shall collectively be referred to as the "Parties" and each may be referred to individually as a "Party".

WITNESSETH

WHEREAS, the City is the owner of that certain property, together with the adjacent watersheet being commonly known as the Lewis Street Water Transportation Terminal located at the seaward end of Lewis Street in East Boston, Massachusetts (City of Boston Assessing Department Parcel ID # 0105395000), as more particularly described herein and as shown on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the Commonwealth of Massachusetts Department of Transportation requested the Massachusetts Port Authority to design, construct and install a replacement water transportation dock at the Water Transportation Terminal to replace a similar structure that existed at this location between 1995 and 2015 in order to provide for the re-establishment of water shuttle service via water ferry to and from East Boston (the “Project”); and

WHEREAS, the City granted the Massachusetts Port Authority permission to enter upon the Water Transportation Terminal to complete the Project; and

WHEREAS, the Licensee and Massachusetts Department of Transportation funded, designed, permitted and installed a 30-foot x 80-foot steel barge float offshore of an existing timber pier together with the relocation of an existing water taxi timber float and the installation of two (2), 5-foot by 60-foot aluminum gangways for accessing the steel float from the pier in September 2020.

WHEREAS, the Licensee retains ownership and maintenance obligations of the 30-foot x 80-foot steel barge float, the water taxi timber float and two (2), 5-foot by 60-foot aluminum gangways.

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein, Licensor and Licensee hereby agree as follows:

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1. **License Area -** The License Area consists of the following area:
   a. Lewis Street Ferry Terminal consisting of 56,771 square feet of water sheet and land. Licensee owns the existing gangways, barge and docks at this location.

Lewis Street Ferry Terminal shall be collectively referred to herein as the "License Area" and are shown on Exhibit A. With written Licensor approval, which shall not be unreasonably withheld, Licensee may opt to remove Lewis Street Ferry Terminal from the License Area at any point during the Term. Upon such written approval, this License Agreement will terminate automatically.

2. **License -** Licensor hereby grants to Licensee a non-exclusive license, subject to a Licensee scheduling preference, to use the License Area for the Term (as defined below) for the Licensed Activities (as defined below), subject to the terms and conditions contained herein. Licensee's scheduling preference shall result in Licensee having priority use of the License Area during the times indicated on the schedules prepared by Licensee for Licensor's review and approval (such approval not to be unreasonably withheld, conditioned, or delayed). As of the date hereof, Licensor has approved Licensee's schedule attached hereto as Exhibit B. Licensor acknowledges and agrees that Licensor shall only grant third parties the right to use Licensee-owned improvements situated in the Lewis Street Ferry Terminal portion of the License Area with the written consent of Licensee, which consent may be withheld or conditioned in Licensee's sole discretion.

3. **License Term**

(a) **Original Term** -The term of this License shall commence on April 25, 2022 (the "Commencement Date") and continue through May 1, 2023 (the "Original Term").

b) **Holding Over** - Following the expiration of the Original Term, this License shall be on a month-to-month basis and may be terminated by either Party at any time by providing the other Party with thirty (30) days prior written notice of termination.

4. Licensed Activities - Licensee shall be permitted to use the License Area, on a non-exclusive basis, subject to a MBTA scheduling preference, for the installation, maintenance of gangways, barge and docks and operation and docking of vessels (the "Vessels"). Such Vessels shall be limited to vessels operated in support of the waterborne component of the Licensee's public transportation mission unless otherwise approved by Licensor. Licensor's approval of a Sub-License pursuant to Section 7 shall be deemed an approval of use of the License Area by the Vessels operated by or on behalf of the sublicensee.

5. **Prohibited Activities** - Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than those for which it is to be used in accordance with this License, nor in any way to occupy or use the License Area, nor allow it to be occupied or used in other than a proper or fitting manner, nor in a manner contrary to any federal and state laws or to any ordinance of the City of Boston.

6. **License Fees -** The License Fee for this License shall be for the Term. If Licensee enters an approved Sub-License pursuant to Section 7 hereof, Licensee shall pay Licensor fifty percent (50%) of the net revenue generated as a result of the approved Sub-license (the "Sub-License Fee"). For purposes of this Section 6, "net revenue" shall be equal to gross revenues less all

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unreimbursed expenses associated with the Sub-license. Such Sub-License Fee shall be payable to Licensor on a quarterly basis from commencement of the Sub-License.

7. **Sub-License -** Licensee may only enter into a sub-license to this License, with the express written approval of the City (a "Sub-License"), which approval shall not be unreasonably withheld, conditioned or delayed. The City approval shall only be given after Licensor's staff has had an opportunity to review a draft of said Sub-License. Upon execution of any Sub-License(s) entered into pursuant to this License, Licensee shall provide a fully executed copy of such Sub-License to Licensor. Licensee shall provide quarterly reports to Licensor, including all gross and net revenue received by Licensee from each approved Sub-License.

8. **Condition of License Area-** Licensee acknowledges that it has inspected all portions of the License Area and agrees to accept them in "as-is" condition on the date of this License. Exclusive of way-finding signage, Licensee will neither erect nor place any building, structure or sign upon the License Area unless the consent of the Licensor thereto has first been obtained in writing.

9. **Improvements -** No fixtures shall be installed in, and no improvements or alterations shall be made to the License Area without prior written approval by Licensor and design review approval of such alterations, which approval shall not be unreasonably withheld, conditioned, or delayed. Property situated within the Lewis Street Ferry Terminal portions of the License Area not so removed shall, at Licensor's option, become the property of Licensor. Any improvements made by Licensee within the Lewis Street Ferry Terminal portion of the License Area shall be property of Licensee and may be removed by Licensee at any time. At the expiration of the Term hereof, Licensee shall leave the License Area in at least as good condition as received at the beginning of the Term, wear and tear and casualty excepted. Notwithstanding any provision of this License to the contrary, in no event shall Licensee be responsible for repairing or replacing any property of Licensor that is damaged by the acts or omissions of parties other than Licensee.

10. **No Parking on License Area** - Except with the prior written approval of Licensor, no parking of rubber-tire, vehicles by Licensee, its agents, employees, contractors and subcontractors or others (except for maintenance vehicles supporting work being conducted on the License Area), shall be permitted on or adjacent to the License Area at any time during the Term of this License. Further, Licensee acknowledges that no parking spaces have been reserved for its exclusive use on or adjacent to the License Area.

11. **Maintenance -** Licensee agrees to maintain the License Area in a clean, safe, and orderly manner, subject to reasonable operational rules and regulations furnished to Licensee on or before the date hereof, including, but not limited to, the removal of litter, trash, debris or other disposable material and the removal of snow and ice from the License Area. Licensee shall also be required to repair and/ or replace any Improvements to the License Area in accordance with a maintenance schedule mutually acceptable to Licensor and Licensee. Licensee shall submit a maintenance schedule to Licensor for review and approval that is consistent with maritime industry life safety standards.

12. **No Expense to Licensor -** Licensee shall be responsible for all operating expenses relating to the License, including but not limited to real property taxes, personal property taxes, and/ or PILOT payments assessed or otherwise imposed upon the License Area, insurance, utilities, maintenance, ordinary repair, and management costs. During the Term of this License, Licensee shall pay directly to

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the proper persons or authorities when due all charges with respect to the License Area, whether called charges, taxes, assessments, fees, or otherwise, for utility services, water and sewer use, taxes, betterment assessments and other charges. Notwithstanding the foregoing, Licensor acknowledges that Licensee is a tax-exempt governmental body and further acknowledges that this Section 12 should not be construed to limit Licensee's rights to contest any assessment of taxes.

13. **Utilities -** Licensee shall pay, or cause to be paid when due, all use and consumption charges and service fees and the like for the installation, maintenance, repair, and use of all public utilities used by the Licensee, including, without limitation (to the extent applicable), charges for electricity, water, and waste removal ("Utilities Charges"). Licensee shall also, at its sole cost and expense, procure all necessary permits required for the lawful and proper installation and maintenance upon the License Area of poles, wires, pipes, conduits, tubes and other equipment and appliances for use in supplying any utilities servicing the Licensee’s use.

14. **Insurance -** Licensee shall cause its contractors, subcontractors and sublicensees to carry and maintain, at their sole cost and expense, during the Term the following types of insurance, in the following amounts naming Licensee, Licensor and the City of Boston as additional insureds:

(a) Commercial General Liability Insurance, insuring Licensor, the City of Boston and Licensee against all claims and demands for personal injury and property damage with respect to the License Area and Licensee's occupancy, use and operation thereof, in the amount of, Five Million Dollars ($5,000,000) combined single limit. Licensor reserves the right to request to increase the limits of the insurance coverage during the term of the License by giving written notice to Licensee.

(b) Hull and Cargo Insurance;

(c) Limited Pollution Insurance; and

(d) Workers Compensation Insurance as required by Massachusetts

General Laws, in statutory amounts, covering Licensee's employees performing work at the License Area, and the employees of Licensee's contractors, subcontractors, and agents engaged in performing work at the License Area, all in accordance with Worker's Compensation laws of the Commonwealth of Massachusetts. Licensee shall not permit any subcontractor, supplier or other person or organization to perform work unless the worker's compensation insurance requirements have been compiled with by that subcontractor, supplier, other persons or organization.

15. **Indemnification -** Licensee shall cause its contractors, subcontractors and sublicensees (collectively, the "Indemnitor Parties") to indemnify and save harmless Licensor and the City of Boston from all suits, actions, claims, demands, damages or losses, expenses, and cost of every kind and description (collectively, "Claims") to which Licensor may be subjected to or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Indemnitor Parties, their respective agents, servants, employees, visitors, guests, contractors, subcontractors, and any and all other persons or corporations dealing with the Indemnitor Parties in any way in the occupancy and use of the License Area; except to the extent that such Claims arise from the negligence or misconduct of Licensor, the City of Boston or Licensor's agents, servants, employees, contractors or subcontractors. At the request of Licensor, the indemnitor Parties shall initiate and complete all activities, including any legal proceedings, necessary to affect the

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resolution of any such suits, actions, claims, or demands, except as set forth herein. Notwithstanding anything to the contrary in this License, in no event shall Licensee or any Indemnitor Party be responsible for any indirect or consequential damages.

16. **Licensee's Property at Licensee's Sole Risk -** The Vessels and all personal property of Licensee kept in the License Area shall be at the sole risk of Licensee. Licensor shall not be liable for damage to or loss of such Vessels or Licensee's other personal property by any cause whatsoever, including without limitation, any fire, explosion, flood, water, theft, or vandalism other than the negligent acts or omissions or willful misconduct of Licensor, the City of Boston or any of their respective agents, servants, employees, contractors or subcontractors.

17. **Condition of Vessels; Right of Entry for Emergency -** Licensee shall operate the Vessels with due care to avoid injury to any person and so as to avoid damage to other Vessels, property and the License Area and shall at all times maintain the Vessels in a safe and seaworthy condition. Licensee shall not at any time permit said Vessels to constitute a navigational, fire, explosion, or other safety hazard. If, in Licensor's reasonable judgment, the condition of the Vessels at any time creates such a hazard, Licensee shall take all commercially reasonable efforts to abate such hazard in a manner reasonably calculated to minimize the risk to the License Area and other vessels and persons. If none of Licensee's personnel shall be on or about the Vessels or the License Area at the time Licensor learns of such hazard, Licensor shall contact the MBTA Control Center at 617-222-5278 or such other person or persons as Licensee shall from time to time have designated by written notice to Licensor. If Licensee's personnel shall not respond within thirty (30) minutes in the case of an emergency, or within twenty-four (24) hours in all other cases, of Licensor's first attempt to contact each such contact person, then Licensor may, but shall have no duty or obligation to, take any actions necessary to abate the hazard, including without limitation, moving the Vessels to another berth or removing the Vessels from the License Area. Licensor may, but shall have no duty or obligation to, pump out any Vessel if such Vessel is in a sinking or swamped condition or raise any Vessel that has sunk. Should Licensor take any actions in accordance with the foregoing, Licensee shall upon receipt of invoices therefor pay to Licensor the reasonable costs of services provided and shall reimburse Licensor for any such costs and expenses incurred. Licensor shall not be liable for damage to Vessels or the Licensee's other personal property due to Licensee's reasonable actions undertaken pursuant to this Section 17.

18. **Right of Entry -** Licensor may enter upon the License Area to inspect the License Area, to make improvements to the License Area and to take any actions reasonably necessary to protect Licensor's property. Notwithstanding the foregoing, in no event shall Licensor conduct any activities, erect any improvement, or otherwise alter the License Area in a manner so as to unreasonably interfere with Licensee's operation of the Vessels.

19. **Compliance with Laws -** Licensee's use of the License Area must comply with all federal, state and municipal laws, codes and ordinances. Licensee agrees that all work done by it, or its contractors shall be undertaken in compliance with all applicable laws and regulations, and that Licensee shall have the responsibility for compliance with any laws, codes, rules, regulations or ordinances of any federal, state, or municipal board, agency, or commission necessary for the Licensed Activities at its cost or expense. Licensee shall be responsible for any of their contractor(s), employees or agents working on or in the License Area. Licensee shall be responsible for obtaining all permits, licenses, and approvals

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necessary for the lawful operation of the Licensed Activities on the License Area. Licensor shall cooperate with Licensee's efforts to obtain any such permits, licenses and approvals. Upon Licensor's request, Licensee shall provide Licensor with copies of the necessary permits, licenses, and approvals.

20. **Security -** Licensee shall provide security to the License Area to the extent that Licensee shall deem reasonably necessary to secure all Vessels from unauthorized access or use and shall assume all costs of such security. Licensee agrees that when the License Area is not in operation, all gates or entrances must be properly secured. Unless otherwise approved by Licensor, Licensee shall maintain at its cost all existing gates and fencing located within the land portion of the License Area as shown on Exhibit A. For the avoidance of doubt, specifically excluded from Licensee's maintenance obligations are the existing gates and fencing situated on the Lewis Street Ferry Terminal portion of the License Area.

21. **Oil, Fuel and Refuse Spills** - Licensee agrees to remediate all oil, fuel and refuse spills that are the results of Licensee's activities within or about the License Area in accordance with all applicable federal and state and local laws, rules and regulations. In accordance with Section 13 of this License, Licensee shall cause its contractors, subcontractors and sublicensees to indemnify Licensor for any spills that are the result of Licensee's activities.

22. **Discharge of Sanitary Sewage or Petroleum By-Products** - Licensee agrees not to discharge sanitary sewage or petroleum by-products from Vessels at or in the vicinity of Charlestown Navy Yard (except to the extent discharged to sewer lines in compliance with law for the sole purpose of removing such sewage or by-products to another location for disposal, or as otherwise permitted by law). In accordance with Section 13 of this License, Licensee shall cause its contractors, subcontractors and sublicensees to indemnify Licensor for any such discharge of sanitary sewage or petroleum by-products. For purposes of permitting the lawful discharge of sanitary sewage, Licensor shall permit Licensee to install connectors from the License Area to the existing sewer lines serving Long Wharf, subject to: (i) Licensor's approval of Licensee's specific plans therefor, such approval not to be unreasonably withheld or delayed, (ii) obtaining all necessary governmental approvals including the approval of the Boston Water and Sewer Commission, and (iii) compliance with all applicable laws. Licensor shall cooperate with the Licensee in obtaining necessary governmental approvals.

23. **Fire/Casualty** - So long as Licensee and parties claiming by and through Licensee are the sole users of a particular portion of the License Area, then in the event any improvements constructed or operated by Licensee within such portion of the License Area are damaged due to fire or casualty at any time other than during the last year of the Term, Licensee shall reconstruct such improvements as soon as is practical and may operate out of temporary structures to the extent required to operate its business in the License Area. Notwithstanding the foregoing, Licensee shall have no obligation to perform any reconstruction activities in the Lewis Mall Ferry Terminal portions of the License Area unless Licensor makes available to Licensee the proceeds of Licensor's policy of "all risks" property insurance covering the full replacement cost of Licensor's property in such portions of the License Area. In the event that Licensee is not obligated to rebuild following fire or other casualty pursuant to this Section 23, then Licensee shall have the option of: (a) replacing or rebuilding the improvements so as to restore the affected portion of the License Area to substantially the same condition as immediately before its destruction or substantial damage; or (b) declining to replace or rebuild, in which event Licensor and Licensee shall each have the option of terminating this License as to the affected portion of the License Area. Licensee shall notify Licensor within thirty (30) days after such damage or destruction

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of Licensee's decision as to whether to rebuild the improvements. During any period where Licensee is prohibited from operating its business due to a fire or casualty, License Fees shall be suspended, provided that such suspension shall not exceed (30) days, or such other time period as deemed by the Licensor in its sole discretion to be reasonably necessary for Licensee to erect temporary structures and resume business.

24. **Default -** Failure to pay any charge to be paid hereunder when due, or failure to comply with any other provision of this License, shall constitute a default hereunder so long as Licensor provides Licensee with thirty (30) days written notice of said default; thereafter, Licensee shall have thirty days to cure any such default. Notwithstanding the foregoing, if the default is such that it cannot with the exercise of reasonable diligence be cured within thirty (30) days, Licensee shall not be in default provided Licensee has commenced action to cure such default within said thirty (30) day period and diligently prosecuted such cure to completion to the reasonable satisfaction of Licensor. In the event that, Licensee fails to cure said default, Licensor may use lawful means to terminate this License and remove Licensee from the License Area. In the event of such lawful termination, Licensee shall surrender the License Area in accordance with Section 26.

Licensor shall be in default to the extent Licensor permits third parties to engage in activities within the License Area in derogation of Licensee's scheduling preference hereunder, and such activities continue unabated for ten (10) days after Licensee has provided written notice to Licensor of said activities. Licensor shall also be in default to the extent Licensor fails to comply with any other provision of this License, and such failure is not cured to Licensee's reasonable satisfaction within thirty (30) days after Licensee has provided written notice to Licensor of said failure.

25. **Termination, Suspension**

(a) Licensor may suspend Licensee's rights under the License immediately if, in Licensor's sole and absolute discretion, a public safety emergency exists that requires said suspension, whether said public safety emergency is caused by Licensee or other circumstances beyond the control of the Licensor or Licensee. The License shall remain suspended (and no License Fee shall be due and payable) for the period such emergency continues to exist. Licensor and Licensee shall cooperate to minimize to the extent reasonably possible the nature, extent and duration of the emergency requiring the suspension.

(b) Either Licensor or Licensee may terminate this License upon ninety (90) days written notice if either Licensor or Licensee shall continue to be in default beyond the applicable notice and cure period.

26. **Surrender of License Area -** Upon the expiration or earlier termination of this License, Licensee shall vacate the License Area and remove from the License Area all its equipment, supplies furnishing, and other personal property. This License shall not be construed as creating or vesting in the Licensee any estate in the Licensed Area, but only the limited right and privilege of possession as herein described. Licensee shall, at its sole cost and expense, repair any damage caused by Licensee's installation of improvements and fixtures on the License Area. In the event that, Licensee fails or neglects to remove its personal property from the License Area and/ or repair any damage to the License Area as herein required, Licensor shall have the right to do so at the sole cost and expense of Licensee. Any personal property not removed from the License Area, at Licensor's option, becomes the property of Licensor. The provisions of this Section 26 shall survive the termination of this License.

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27. **Eminent Domain -** In the event that any portion of the License Area is taken by eminent domain, Licensee may terminate this License upon notice to Licensor, which notice shall be given within thirty (30) days of Licensee receiving notice of such taking. Except for any award specifically reimbursing Licensee for its relocation expenses or any improvements installed by or for the benefit of Licensee, rights to compensation as a result of any taking of any part of the License Area by the exercise of the power of eminent domain are hereby reserved unto Licensor, and Licensee waives any right it might otherwise have had to recover any such compensation as a result of such taking.

28. **Notices -** All demands, notices, consents or approvals to be made hereunder shall be in writing and shall be deemed delivered hereunder if mailed postage prepaid, by registered or certified mail, return receipt requested, or delivered by hand to the representatives identified below at the respective addresses first set forth in the first paragraph of this License or to such other address as may be specified by either of the parties in writing.

Licensor: City of Boston

Boston, Massachusetts 02201-1007 Attention: _____

with a copy to:

City of Boston One City Hall Square

Boston, Massachusetts 02201-1007 Attention: General Counsel

Licensee:

Massachusetts Bay Transportation Authority South Station Transportation Center

One South Station, Suite 204

Boston, Massachusetts 02110

and

Massachusetts Bay Transportation Authority Ten Park Plaza, Suite 5720

Boston, Massachusetts 02116

Attention: Deputy Chief Real Estate Officer

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with a copy to:

Massachusetts Bay Transportation Authority Ten Park Plaza, Suite 3510

Boston, Massachusetts 02116

Attention: General Counsel

29. **Miscellaneous Provisions**

(a) **No Waste -** Licensee shall not commit or suffer waste or impairment of the License Area. No stock piling of spoil, refuse, trash or landfill materials will be permitted or allowed on the License Area.

(b) **Assignment -** This License may not be assigned, transferred, mortgaged or encumbered in any way without the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Licensor's consent shall not be required for assignments or transfers to any related entity (including MassDOT), parent, subsidiary, or affiliate of Licensee, any entity that directly or indirectly controls, is controlled by or is under common control with Licensee; or any other entity that succeeds to all or substantially all of the assets and business of Licensee.

(c) **No Interest in License Area -** Licensee hereby acknowledges that the rights granted to it hereunder are those of a license only, and that no interest in real property is created hereby.

(d) **Liens Against the License Area -** Licensee shall not allow any liens or other charges to be placed, filed or recorded against the License Area. If any lien or charge is filed, Licensee shall, as soon as possible, have such lien canceled or discharged of record, to the satisfaction of Licensor, by payment, bond, court order or otherwise. If Licensee fails to so cancel or discharge any such lien or charge, Licensor may do so at Licensee's sole cost and expense.

(e) **Assistance During Emergencies -** Licensee shall immediately notify the Boston Police Department ("Boston Police" or "Police"), Boston Emergency Medical Services C (“Boston EMS” or ”EMS”) and Boston Fire Department ("Boston Fire” or ”Fire”) of any emergency requiring their service. Licensee shall transmit all information accurately to the Boston Police, Boston EMS and Boston Fire and shall arrange a suitable meeting place to expedite the Police, EMS and Fire department's entrance to the License Area. Licensee shall assist and provide backup during any emergency call for medical, fire, evacuation, or crowd control management; and maintain safe and effective evacuation procedures in the event of an emergency. In addition, Licensee shall respond to reported crimes, accidents, injuries and any emergency situation and stand ready to affect an emergency evacuation according to specific orders of City of Boston officials when appropriate. Notwithstanding, the foregoing shall not supersede any jurisdictional control that may be applicable to the MBTA Transit Police.

(f) **Non-Discrimination -** Licensee shall not discriminate, nor allow any of its employees, agents, contractors, or subcontractors to discriminate upon the basis of race, color, sex, sexual orientation, creed or religion in the hiring and employment of workers and/ or in providing goods, services and accommodations to the general public.

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(g) **Amendments -** This License may not be amended, altered, or modified in any manner whatsoever except by a written instrument signed by Licensor and Licensee.

(h) **Captions -** The captions are inserted for reference purposes only and shall not be used in any way to interpret, clarify, define, limit, or amend the scope or intent of this License or the meaning of any provision of this License.

(i) **Applicable Law -** This License shall be interpreted in accordance with and governed by the laws of the Commonwealth of Massachusetts. The parties acknowledge that the use by the public of the premises pursuant to this License shall be subject to the provisions of Massachusetts General Laws, Chapter 21, Section 17C, otherwise known as the "Recreational Use Statute."

G) **Severability -** If any provision of this License shall to any extent be held invalid or unenforceable, the remainder of this License shall not be deemed affected thereby.

(k) **Entire Agreement -** This License sets forth the entire agreement of the Parties hereto with respect to the subject matter contained herein. No obligation on the part of either Party, direct or indirect, is to be construed beyond this License.

[Remainder of page intentionally left blank. Signatures follow.]

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IN WITNESS WHEREOF, the Parties hereto have caused this License to be signed, sealed and delivered by their respective duly authorized representatives, as of the date

first above written.

CITY OF BOSTON, PUBLIC WORKS DEPARTMENT

By: _____

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

By: DocuSigned by: _____ 5/11/2022
59FDA1CAB1A3430...

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EXHIBIT A

LICENSE AREA

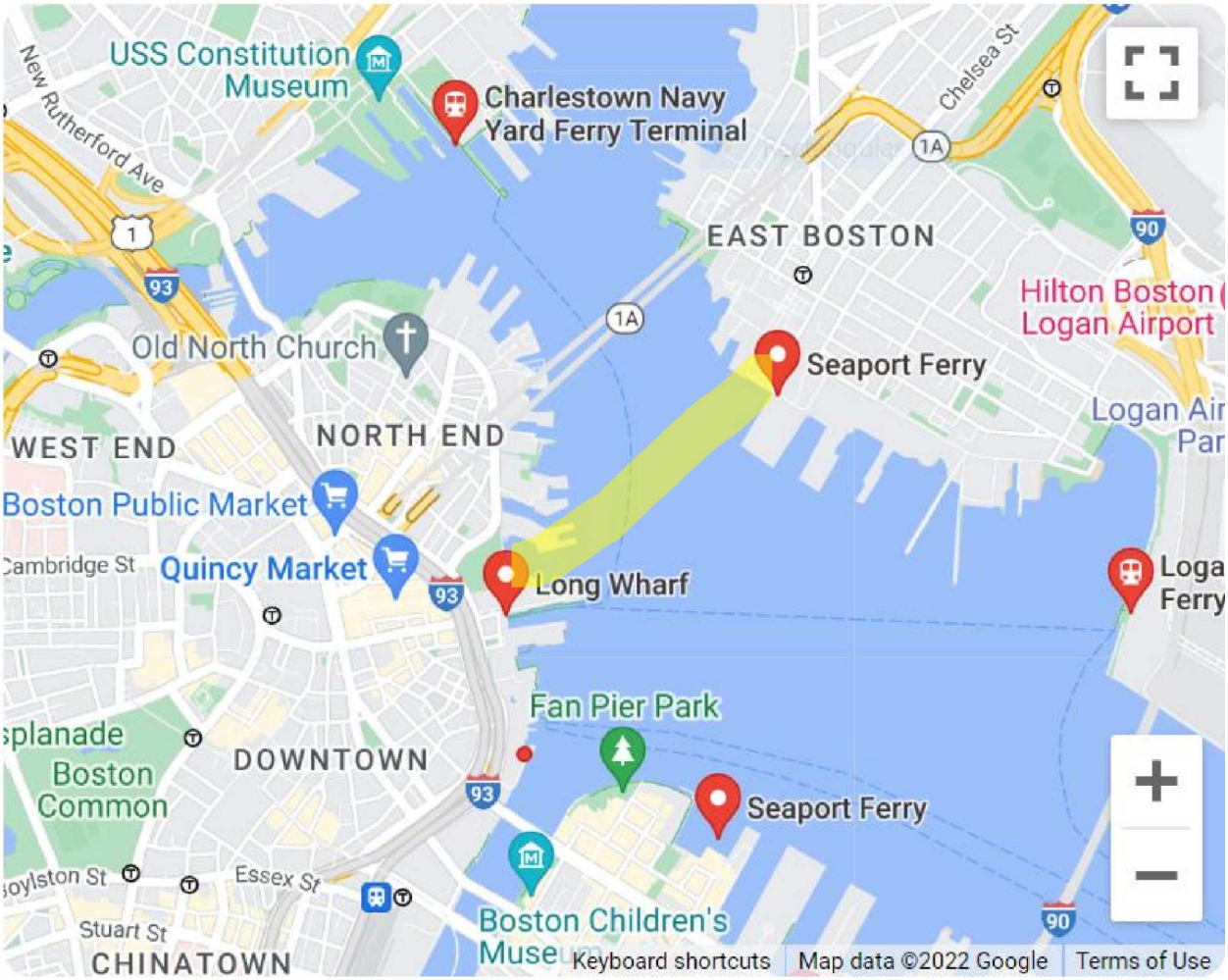

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EXHIBIT B

LICENSEE'S SCHEDULE

WEEKDAY and WEEKEND FERRY SERVICE
Lewis Wharf, East Boston – Long Wharf, Boston

Effective April 25, 2022

Operated by

To Long Wharf, Boston	
Depart Lewis Wharf, East Boston	**Arrive** Long Wharf, Boston
6:00 AM	6:10 AM
6:20 AM	6:30 AM
6:40 AM	6:50 AM
7:00 AM	7:10 AM
7:20 AM	7:30 AM
7:40 AM	7:50 AM
8:00 AM	8:10 AM
8:20 AM	8:30 AM
8:40 AM	8:50 AM
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5:40 PM	5:50 PM
6:00 PM	6:10 PM
6:20 PM	6:30 PM
6:40 PM	6:50 PM
7:00 PM	7:10 PM

To Lewis Wharf, East Boston	
Depart Long Wharf, Boston	**Arrive** Lewis Wharf, East Boston
6:20 AM	6:30 AM
6:40 AM	6:50 AM
7:00 AM	7:10 AM
7:20 AM	7:30 AM
7:40 AM	7:50 AM
8:00 AM	8:10 AM
8:20 AM	8:30 AM
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6:40 PM	6:50 PM